

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MARILYN ZORETIC

Plaintiff,

v.

SHERIFF DARTE, SHERIFF DYSON,
Star #10429, SHERIFF TRYBA, Star #11135
And SHERIFF TRYBA, Star #10276 in their
individual capacities, THOMAS J. DART as
COOK COUNTY SHERIFF in his official
capacity, COUNTY OF COOK, CASTILIAN
COURT CONDOMINIUM ASSOCIATION,
and FIRST MERIT REALTY SERVICES,
INC.,

Defendants.

Case No.: 1:10-CV-06011

Hon. Robert W. Gettleman
Magistrate Judge Ashman

FIRST MERIT REALTY SERVICE, INC.,

Third-Party Plaintiff,

v.

KOVITZ SHIFRIN NEZBIT, P.C.,

Third-Party Defendants.

RULE 68 OFFER OF JUDGMENT

NOW COMES Defendant CASTILIAN COURT CONDOMINIUM
ASSOCIATION ("Castilian"), by its attorneys, and pursuant to Federal Rule of Civil

Procedure 68, hereby serves this Offer of Judgment upon Plaintiff MARILYN ZORETIC, and states as follows:

1. This Offer of Judgment is made by Castilian to Plaintiff Marilyn Zoretic in the above-captioned action.

2. This Offer of Judgment is not to be construed either as an admission that Castilian is liable in this action or that Plaintiff has suffered any damages. Nor shall this Offer of Judgment be introduced as evidence in any court proceeding unless for the specific purpose authorized by the Federal Rules of Civil Procedure. This Offer of Judgment supersedes and hereby revokes any and all prior proposals or offers in this matter.

3. Defendant denies all liability, and the issues raised by Plaintiff have not been fully and fairly litigated by the parties. This Offer of Judgment is being made notwithstanding those facts.

4. Castilian hereby offers to allow judgment to be taken against it in the total sum of FIVE THOUSND AND 00/100 DOLLARS (\$5,000). This Offer of Judgment attempts to encompass all relief requested in Plaintiff's Complaint, and to resolve all issues, claims, damages, costs or attorneys' fees asserted by Plaintiff or that could have been asserted by Plaintiff for any of the alleged acts or omissions related to, or arising out of, the alleged incident in Plaintiff's Complaint.

5. This Offer of Judgment may be accepted only by a signed written notice of acceptance served on the undersigned counsel for Castilian within fourteen (14) days of service of this Offer of Judgment. If not served on or before that time, this Offer of Judgment shall then expire and be thereafter null and void.

Date: September 21, 2011

Respectfully submitted,
CASTILIAN COURT CONDOMINIUM
ASSOCIATION

By: /s/ Peter S. Stamatis
One of its attorneys

Peter S. Stamatis
Law Offices of Peter S. Stamatis, PC
33 North Dearborn Street
Suite 2350
Chicago, Illinois 60602
T: 312.606.0045
F: 312.606.0085
Email: Peter@StamatisLegal.com